

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA**

1. CHURCH OF THE LIVING GOD,
CHRISTIAN WORKERS FOR
FELLOWSHIP, A Missouri Not for Profit
Corporation Church,

Plaintiff,

V.

)Case No:19-cv-214-GKF-FHM

1. NORTH STAR MUTUAL INSURANCE COMPANY, a foreign for-profit Insurance Corporation,

Defendant.

COMPLAINT

A. Parties

1. Plaintiff, Church of the Living God, Christian Workers for Fellowship, is a not for profit church incorporated and organized under the laws of the State of Missouri. Plaintiff, Church of the Living God, Christian Workers for Fellowship (hereafter Church of the Living God) owns a church, Church of the Living God #53, which is located at 3960 N. Hartford Avenue in Tulsa, Oklahoma.

2. Defendant, North Star Mutual Insurance Company, is a foreign for-profit insurance corporation, incorporated and organized under the laws of the State of Minnesota.

3. The principal place of business for Defendant, North Star Mutual Insurance Company is Cottonwood, Minnesota.

4. The Defendant, North Star Mutual Insurance Company is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

B. Jurisdiction

6. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

7. At all times material hereto, the Plaintiff, Church of the Living God, was insured under the terms and conditions of a property insurance policy, policy number CM27125, issued by the Defendant, North Star Mutual Insurance Company.

8. At all times material hereto, the Plaintiff, Church of the Living God, complied with the terms and conditions of its insurance policy.

9. On or about April 24, 2017, Plaintiff's church, Church of the Living God #53, located at 3960 N. Hartford Avenue in Tulsa, Oklahoma, was damaged as a result of wind.

10. Wind and hail damage are covered perils not limited or excluded pursuant to the terms and conditions of Plaintiff's property insurance policy.

D. Count I: Breach of Contract

11. Plaintiff, Church of the Living God, hereby asserts, alleges and incorporates paragraphs 1-10 herein.

12. The property insurance policy No. CM27125 issued by Defendant, North Star Mutual Insurance Company, was in effect on April 24, 2017.

13. The acts and omissions of Defendant, North Star Mutual Insurance Company, in the investigation, evaluation, and denial of Plaintiff's claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought. Defendant's breach of contract includes, but is not limited to, the improper denial of Plaintiff's claim and the failure to pay for covered damage to the Plaintiff's church, including the Plaintiff's obviously wind damaged roofing system. Defendant, North Star Mutual Insurance Company, improperly and unreasonably denied Plaintiff's claim when the above mentioned loss was covered pursuant to the terms and conditions of the policy purchased by Plaintiff.

E. Count II: Bad Faith

14. Plaintiff, Church of the Living God, hereby asserts, alleges and incorporates paragraphs 1-13 herein.

15. The acts and omissions of the Defendant, North Star Mutual Insurance

Company, in the investigation, evaluation and payment of Plaintiff's claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

16. The acts and omissions of Defendant, North Star Mutual Insurance Company, in the investigation, evaluation, and denial of Plaintiff's claim were unreasonable and constitute a bad faith breach of contract for which extra-contractual damages are hereby sought. Defendant failed to conduct a reasonable investigation of the Plaintiff's claim and acted in bad faith by improperly denying and delaying payment for Plaintiff's storm damages. Defendant unreasonably and in bad faith failed to pay for covered damage to the Plaintiff's church, including the Plaintiff's obviously wind damaged roofing system. Defendant conducted an improper and unreasonable claim investigation, evaluation, and adjustment which resulted in an unreasonable denial of coverage for Plaintiff's covered loss. Defendant improperly and unreasonably denied Plaintiff's claim without proper investigation. During its inspection, Defendant disregarded obvious wind damage to Plaintiff's roofing system, failed to consider the wind damage to Plaintiff's roof as a whole, and ignored evidence establishing that Plaintiff's roof could not be repaired.

F. Punitive Damages

17. Plaintiff, Church of the Living God, hereby asserts, alleges and incorporates

paragraphs 1-16 herein.

18. The unreasonable conduct of the Defendant, North Star Mutual Insurance Company, in the handling of Plaintiff's claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiff, Church of the Living God, for which punitive damages are hereby sought.

G. Demand for Jury Trial

19. The Plaintiff, Church of the Living God, hereby requests that the matters set forth herein be determined by a jury.

H. Prayer

20. Having properly pled, the Plaintiff, Church of the Living God, hereby seeks contractual, bad faith and punitive damages against the Defendant, North Star Mutual Insurance Company, together in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

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